

ARTICLE 14 - COMPENSATION ADJUSTMENT

A. through N. No change to existing language.

O. Step Movements.

1. All step movement costs under this paragraph shall be included in the costs of collective bargaining and submitted to the respective legislative bodies for approval at the appropriate time.

2. For purposes of this paragraph, wherever the terms "bargaining unit" or "bargaining unit 04" appear, it shall also include bargaining unit 03.

3. The following definitions shall be applicable to this paragraph:

a. "Step movement" means the movement of an Employee to the next step within the same pay range which rate immediately exceeds the Employee's basic rate of pay.

b. "Step movement date" means the date the Employee is to be granted a step movement after rendering the minimum number of years of creditable service.

4. In determining creditable service for step movement, the following shall apply:

a. "Service" means employment service on a step in any Employer jurisdiction in an existing or former position which is or has been included in bargaining unit 04 or which would have been included in

1 bargaining unit 04 were it not excluded therefrom, provided there is no
2 break in service.

3
4 b. "Break in service," for purposes of this paragraph, means a
5 separation from service or a movement out of the bargaining unit;
6 provided that a new appointment within the bargaining unit on the next
7 consecutive work day shall not constitute a break in service.

8 c. Service throughout a work year shall be creditable for a step
9 movement provided that the following shall be considered time not
10 creditable:

11
12 1) absences without pay, except as provided in
13 subparagraph 4.d. below;

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15 2) absences due to suspension; or

16
17 3) any period of substandard performance.

18
19 d. A period of authorized leave without pay for the following
20 purposes shall be construed as creditable service:

21
22 1) to be on sabbatical leave,

23
24 2) to recuperate from an injury for which workers'
25 compensation weekly payments are made, or

26
27 3) to be on military service where the President of the
28 United States or the governor of the State has called the Employee
29 to active duty.

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31 5. Determining Step Movement Date.

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2 a. Subject to adjustment for all periods of time not creditable as
3 provided in subparagraph 4.c., the step movement date shall be
4 determined as follows:

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6 1) For Employees in the bargaining unit as of June 30,
7 1991, the step movement date shall be determined by the most
8 recent date of hire.

9
10 2) For Employees who enter a position in the bargaining
11 unit after June 30, 1991, the step movement date shall be
12 determined by the date the Employee initially entered a position in
13 the bargaining unit.

14
15 3) For Employees who re-enter a position in the
16 bargaining unit after June 30, 1991, the step movement date shall
17 be determined by the date the Employee re-entered a position in
18 the bargaining unit.

19
20 b. The Employee's step movement date determined under 5.a.
21 shall not be adjusted upon movement to another position in the bargaining
22 unit without a break in service, regardless of Employer jurisdiction.

23
24 6. Eligibility for Step Movement.

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26 a. Any Employee who is at a step below the maximum step of
27 the pay range shall be eligible for and shall receive a step movement on
28 the Employee's step movement date, provided the Employee has
29 completed the minimum number of years of satisfactory creditable service
30 required for advancement to the next higher step.

Effective July 1, 1995, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:

Minimum Number of Years of Creditable Service	
<u>Existing Step</u>	<u>at Existing Step Before Movement to Next Step</u>
A	1
B	1
C	2
D	3
E	3
F	3
G	3
H	3
I	3
J	3
K	3
<u>L</u>	<u>3</u>

b. The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.

7. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing.

Notwithstanding subparagraph 6 above, an Employee who is promoted, demoted or whose position is reallocated or repriced to another

1 pay range shall be credited with time earned in the former pay range or
2 pay ranges toward eligibility for a step movement in the new pay range.

3
4 b. Transfer or Reallocation to a Class at Same Pay Range.

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6 An Employee who is transferred or whose position is reallocated to
7 a class in the same pay range shall not lose time earned toward eligibility
8 for a step movement increase.

9
10 c. Return to Position Following Release from Limited Term,
11 Provisional or New Probationary Appointment.

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13 An Employee who returns to the Employee's permanent position
14 following release from a limited term, provisional or new probationary
15 appointment, whether from a position within the bargaining unit or from a
16 position outside the bargaining unit, shall be credited with service
17 rendered as though the Employee had remained in the former position
18 continuously.

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20 8. Crediting Service Applicable for Step Movement Beginning July 1,
21 1993.

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23 a. For Employees in the bargaining unit as of June 30, 1991,
24 time earned toward eligibility for a step movement under this paragraph
25 shall begin with service rendered as of July 1, 1991.

26
27 b. For Employees who entered the bargaining unit on or after
28 July 1, 1991, time earned toward eligibility for a step movement under this
29 paragraph shall begin with service rendered from the date the Employee
30 entered the bargaining unit.

c. For the period July 1, 1991 to June 30, 1993, the maximum service time eligible to be earned under this subparagraph shall be twenty-four (24) months. This service time shall only be creditable for one step movement.

d. Step movements under this paragraph shall take place no earlier than July 1, 1993.

P. Other Compensation Adjustments.

Compensation adjustments not expressly provided for by this Agreement but necessitated by authorized personnel movements or situations shall be made by the chief personnel or human resources executive, as applicable; provided that consultation shall take place with the Union prior to effecting any adjustments under this paragraph.